

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK

HILDA SOLIS, Secretary of Labor,
United States Department of Labor,

Plaintiff,
v.

TEAM ROSLYN, INC., a Corporation,
A & R ENTERPRISES #1, INC., a Corporation
TEAM PLAINVIEW, INC., a Corporation
TEAM LEVITTOWN, INC., a Corporation
GROUP LEVITTOWN #1, INC., a Corporation
d/b/a DOMINO'S PIZZA, and
YASH SHARMA, Individually and President,

Defendants.

: Civil Action File

: No.

: CONSENT
JUDGMENT

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ JUL 09 2012 ★

LONG ISLAND OFFICE

Plaintiff, the Secretary of Labor, has filed her Complaint and defendants TEAM ROSLYN, INC., A & R ENTERPRISES #1, INC., TEAM PLAINVIEW, INC., TEAM LEVITTOWN, INC., GROUP LEVITTOWN #1, INC. d/b/a Domino's Pizza; YASH SHARMA, Individually and as President; appeared by Counsel, waive their answer, and agree to the entry of this judgment without contest. By executing this Consent Judgment, defendants waive formal service of process of the summons and complaint in this matter.

Defendants acknowledge their responsibilities pursuant to this agreement, and acknowledge that they will be subject to sanctions in contempt of this court if they fail to comply with the provisions of this Judgment. It is, therefore, upon motion of the attorneys for plaintiff and for cause shown ORDERED that:

1. Defendants, their officers, employees, agents, and all persons acting or claiming to act in the defendants' behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of sections 6, 7, 11(c), 15(a)(2), and 15(a)(5) of the Fair

Labor Standards Act of 1938, as amended, (29 U.S.C. Section 201 et seq.), (the Act), in any of the following manners:

(1) Defendants shall not, contrary to Section 6 of the Act, pay to any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at rates less than those which are now, or which in the future may become, applicable under Section 6 of the Act.

(2) Defendants shall pay employees at time and one-half their regular hourly rates for all hours worked over 40 per week, and shall not, contrary to Section 7 of the Act, employ any of their employees in any workweek for workweeks longer than the hours now, or which in the future become, applicable under Sections 7 and 15(a)(2) of the Act, unless the employee receives compensation in compliance with the Act.

(3) Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the Regulations issued pursuant to Section 11(c) of the Act and found at 29 CFR Part 516.

II. Defendants TEAM ROSLYN, INC., A & R ENTERPRISES #1, INC., TEAM PLAINVIEW, INC., TEAM LEVITTOWN, INC., GROUP LEVITTOWN #1, INC. d/b/a Domino's Pizza; YASH SHARMA, Individually and as President; are enjoined and restrained from withholding the payment of a total of \$42,334.88 (\$28,223.25 in overtime compensation; plus \$14,111.63 in Liquidated Damages due certain employees listed on Exhibit A-1, A-2, A-3, A-4 and A-5). Payment of this amount will be made on or before May 25, 2012 by a cashier or

certified check made payable to **"Wage and Hour Division - Labor"** with **"Case ID# (as noted on Exhibit B-1 through B-5)"** written on the face of each check. The checks shall be sent to:

**U.S. Department of Labor/Wage & Hour Division
The Curtis Center, Suite 850, West
170 S. Independence Mall West
Philadelphia, PA 19106-3317**

III. On or before May 25, 2012, defendants shall send a copy of each of the checks to:

**U.S. Department of Labor/Wage & Hour Division
1400 Old Country Road, Suite 410
Westbury, New York 11590-5119
Attn: Richard Mormile, Assistant Director**

IV. Neither defendants nor anyone acting on their behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid as back wages under this Judgment.

V. The plaintiff shall deliver the proceeds of each check less any legal deductions to the employees named on Exhibit A-1 through A-5. Any sums not distributed to the employees or to their personal representatives, because of inability to locate the proper persons or because of such persons' refusal to accept such sums, shall be deposited with the Clerk of this Court who shall forthwith deposit such money with the Treasurer of the United States pursuant to 28 U.S.C. §2041 and §2042.

VI. Defendants shall provide to plaintiff the social security numbers and last known addresses of the defendants' employees and former employees to be paid under this judgment.

VII. Defendants shall pay civil money penalties in the amounts of **\$38,634.44** (**\$38,522.00** in civil money penalty plus **\$112.44** in interest) **no later than November 25, 2012**. Payment of this amount will be made in monthly installments in accordance with the amounts

and due dates set forth in Exhibit B-1 through B-5. All installment payments shall be in separate cashier or certified checks made payable to **“Wage and Hour Division - Labor”** with **“Civil Money Penalty – FLSA Case ID# (as noted on Exhibit B-1 through B-5)”** written on the face of the check.

The certified check[s] shall be sent to:

**U.S. Department of Labor/Wage Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317**

On or before the dates indicated on Exhibit B1 through B-5, Defendants shall send a copy of the check to Richard Mormile, Assistant Director as set forth in paragraph III above.

VIII. If the defendants fail to make an installment payment on Exhibit B-1 through B-5 without making up the arrearage within two weeks after written notice to defendants, the entire balance shall become due and payable immediately.

IX. Defendants shall place FLSA posters in English and in any other language spoken by the employees. These posters will be provided by the Wage and Hour Division as available. Defendants shall display the posters where employees may view them.

X. Defendants shall orally inform all their employees in English and in any other language spoken by the employees of their rights under the Fair Labor Standards Act, and the terms of this Judgment, including the payment of minimum wages and overtime and the rights of employees to engage in activity protected by the Act without fear of retaliation. The defendants shall so inform their employees within thirty (30) days of the entry of Judgment on a workday.

XI. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of defendant not listed in Exhibit A of this Judgment, be they current or former employees, to file any action against defendant under section 16(b) of the Act or likewise for any current or former employee listed on Exhibit A of this Judgment to file any action against defendant under section 16(b) of the Act for any violations alleged to have occurred after **April 8, 2011**.

XIII. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

SO ORDERED:


DATED: July 9, 2012
Central Islip, NY


UNITED STATES DISTRICT JUDGE

Defendants have appeared by counsel and consent to the entry of this Judgment.

**TEAM ROSLYN, INC.
A & R ENTERPRISES #1, INC.
TEAM PLAINVIEW, INC.
TEAM LEVITTOWN, INC.
GROUP LEVITTOWN #1, INC.
d/b/a Dominos Pizza**

BY:


YASH SHARMA, Individually and as President


Martin Silver, Esq.
330 Motor Parkway
Hauppauge, NY 11788
Attorney for Defendants

STATE OF NEW YORK)
)
) :SS:
)
COUNTY OF NASSAU)

On the day of May 2012 before me personally appeared Yash Sharma to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

NOTARY PUBLIC

MARTIN SILVER
Notary Public, State Of New York
Qualified in Suffolk County
No. 4688821
Term Expires July 31, 2017

EXHIBIT A-1

TEAM ROSLYN INC.
d/b/a Dominos Pizza #3415
Case ID 1610058

	<u>First Name</u>	<u>Last Name</u>	<u>Back Pay Due</u>	<u>Liquidated Damages</u>	<u>Total due</u>
1	Ahmed	Sharfudin	\$72.60	\$36.30	\$108.90
2	Alfredo	Rivera	\$326.70	\$163.35	\$490.05
3	Asad	Rana	\$36.30	\$18.15	\$54.45
4	Asif	Hamid	\$181.50	\$90.75	\$272.25
5	Delwar	Syed	\$1,706.10	\$853.05	\$2,559.15
6	Jacob	Ebby	\$490.05	\$245.03	\$735.08
7	Jonathan	Medina	\$36.30	\$18.15	\$54.45
8	Kamal	Kumar	\$36.30	\$18.15	\$54.45
9	Leonel	Portillo	\$544.50	\$272.25	\$816.75
10	Louis	Jackson	\$72.60	\$36.30	\$108.90
11	M. Raza	Khan	\$1,197.90	\$598.95	\$1,796.85
12	Michael	Brovillet	\$145.20	\$72.60	\$217.80
13	Mohammad	Chowdhury	\$726.00	\$363.00	\$1,089.00
14	Oguz	Gezer	\$72.60	\$36.30	\$108.90
15	Parminder	Singh	\$108.90	\$54.45	\$163.35
16	Paul	Mandart	\$36.30	\$18.15	\$54.45
17	Rear	Ascension	\$145.20	\$72.60	\$217.80
18	Jane	Doe	\$72.60	\$36.30	\$108.90
19	Sandeep	Jaitly	\$1,887.60	\$943.80	\$2,831.40
20	Sharmin	Rumana	\$1,706.10	\$853.05	\$2,559.15
21	Tariq	Mehmood	\$217.80	\$108.90	\$326.70
TOTALS			<u>\$9,819.15</u>	<u>\$4,909.56</u>	<u>\$14,728.73</u>

EXHIBIT A-1

EXHIBIT A-2

A & R ENTERPRISES #1, INC.
d/b/a Dominos Pizza #3584
Case ID 1638894

<u>First Name</u>	<u>Last Name</u>	<u>Back Pay due</u>	<u>LD's</u>	<u>Total due</u>
Arthur	Rosas	\$217.80	\$108.90	\$326.70
Benjamin	Bedell	\$36.30	\$18.15	\$54.45
Emanuel	Spearman	\$363.00	\$181.50	\$544.50
Fariborz	Keshavaraz	\$181.50	\$90.75	\$272.25
Fredy	Hernandez	\$72.60	\$36.30	\$108.90
Jasbir	Singh	\$798.60	\$399.30	\$1,197.90
Jorge	Alvarado	\$834.90	\$417.45	\$1,252.35
Juan	Lopez	\$871.20	\$435.60	\$1,306.80
Juliano	Pereira	\$580.80	\$290.40	\$871.20
Leonidas	Avila	\$544.50	\$272.25	\$816.75
Maninder	Singh	\$254.10	\$127.05	\$381.15
Ranjan	Abraham	\$36.30	\$18.15	\$54.45
Robinson	Sabaska	\$363.00	\$181.50	\$544.50
Shariq	Raja	\$108.90	\$54.45	\$163.35
Tahir	Muhammad	\$762.30	\$381.15	\$1,143.45
Tania	Ahmed	\$72.60	\$36.30	\$108.90
William	Flores	\$72.60	\$36.30	\$108.90
TOTALS		<u>\$6,171.00</u>	<u>\$3,085.50</u>	<u>\$9,256.50</u>

EXHIBIT A-2

EXHIBIT A-3

TEAM PLAINVIEW INC.
d/b/a Dominos Pizza #3509
Case ID 1638890

<u>First Name</u>	<u>Last Name</u>	<u>Back Pay due</u>	<u>LD's</u>	<u>Total due</u>
Ahmed	Sharfudin	\$72.60	\$36.30	\$108.90
Alba	Martinez	\$363.00	\$181.50	\$544.50
Alberto	Feliciano	\$72.60	\$36.30	\$108.90
Alfredo	Rivera	\$181.50	\$90.75	\$272.25
Chigurupati	Kamala	\$108.90	\$54.45	\$163.35
Daniel	Pinnola	\$72.60	\$36.30	\$108.90
Diego	Penafiel	\$36.30	\$18.15	\$54.45
Erduncan	Ozcan	\$108.90	\$54.45	\$163.35
Gurmeet	Singh	\$435.60	\$217.80	\$653.40
Halil	Hulagu	\$108.90	\$54.45	\$163.35
Jorge	Alvarado	\$108.90	\$54.45	\$163.35
Joshi	Jagannath	\$943.80	\$471.90	\$1,415.70
Keller	Vargas	\$1,524.60	\$762.30	\$2,286.90
Manish	Mohan	\$145.20	\$72.60	\$217.80
Manjit	Singh	\$72.60	\$36.30	\$108.90
Mohammed Asiful	Kabir	\$145.20	\$72.60	\$217.80
Pablo	Granco	\$72.60	\$36.30	\$108.90
Racine	Jackson	\$72.60	\$36.30	\$108.90
Roshan	Khana	\$108.90	\$54.45	\$163.35
Jane (Rupa)	Doe (Sharma)	\$326.70	\$163.35	\$490.05
Salman	Akhtar	\$544.50	\$272.25	\$816.75
Sok	Lee	\$399.30	\$199.65	\$598.95
Veer	Dharam	\$36.30	\$18.15	\$54.45
Zaman	Umer	\$254.10	\$127.05	\$381.15
TOTALS		<u>\$6,316.20</u>	<u>\$3,158.10</u>	<u>\$9,474.30</u>

EXHIBIT A-3

EXHIBIT A-4

TEAM LEVITTOWN INC.
d/b/a Dominos Pizza #3633
Case ID 1638892

<u>First Name</u>	<u>Last Name</u>	<u>Back Pay due</u>	<u>LD's</u>	<u>Total due</u>
Alfredo	Monares	\$36.30	\$18.15	\$54.45
Alfredo	Rivera	\$290.40	\$145.20	\$435.60
Angel	Taboada	\$108.90	\$54.45	\$163.35
Claudia	Joya	\$36.30	\$18.15	\$54.45
Daniel	Pinnola	\$36.30	\$18.15	\$54.45
Danielle	Perez	\$36.30	\$18.15	\$54.45
Dellovci	Flamur	\$72.60	\$36.30	\$108.90
Erducan	Ozcan	\$36.30	\$18.15	\$54.45
George	Tutaya	\$108.90	\$54.45	\$163.35
Glenn T	Verasco	\$36.30	\$18.15	\$54.45
Guillermo	Camacho	\$36.30	\$18.15	\$54.45
Guluzar	Bodur	\$145.20	\$72.60	\$217.80
Gurdarshan	Singh	\$471.90	\$235.95	\$707.85
Idris	Aricigol	\$145.20	\$72.60	\$217.80
Jennifer	Bonilla	\$108.90	\$54.45	\$163.35
Kelvin	Vargas	\$36.30	\$18.15	\$54.45
Manish	Mohan	\$36.30	\$18.15	\$54.45
Marvin	Rojas	\$72.60	\$36.30	\$108.90
Matthew	Dieguez	\$36.30	\$18.15	\$54.45
Michael	Licata	\$145.20	\$72.60	\$217.80
Mohammed	Shaiheed	\$72.60	\$36.30	\$108.90
Muhammad K.	Umar	\$217.80	\$108.90	\$326.70
Oguz	Gezer	\$326.70	\$163.35	\$490.05
Ravinder	Singh	\$471.90	\$235.95	\$707.85
Rodrigo	Proano	\$145.20	\$72.60	\$217.80
Rupa	Sharma	\$72.60	\$36.30	\$108.90
Sonam	Lama	\$36.30	\$18.15	\$54.45
Suresh	Bastia	\$181.50	\$90.75	\$272.25
T	Hwang	\$254.10	\$127.05	\$381.15
Tharakan	Jacob	\$72.60	\$36.30	\$108.90
Uprichar	Sharma	\$181.50	\$90.75	\$272.25
Usman	Khalid	\$108.90	\$54.45	\$163.35
Veer	Dharam	\$108.90	\$54.45	\$163.35
Wilfredo	Salazar	\$36.30	\$18.15	\$54.45
TOTALS		<u>\$4,319.70</u>	<u>\$2,159.85</u>	<u>\$6,479.55</u>

EXHIBIT A-4

EXHIBIT A-5

GROUP LEVITTOWN #1, INC.
d/b/a Dominos Pizza #3474
Case ID 1638888

First Name	Last Name	<u>Back Pay due</u>	<u>LD's</u>	<u>Total due</u>
Ahmed	Sharfudin	\$108.90	\$54.45	\$163.35
Andrew	Illiano	\$108.90	\$54.45	\$163.35
Damian	Wilson	\$72.60	\$36.30	\$108.90
Diego	Paniquita	\$108.90	\$54.45	\$163.35
Drew	Comer	\$72.60	\$36.30	\$108.90
Gregory	Schall	\$36.30	\$18.15	\$54.45
Hamid	Kawsar	\$72.60	\$36.30	\$108.90
Jacob P.	Ebby	\$36.30	\$18.15	\$54.45
Jose	Granados	\$36.30	\$18.15	\$54.45
Kyung Hee	Min	\$36.30	\$18.15	\$54.45
Michael	Licata	\$36.30	\$18.15	\$54.45
Rajesh	Gurung	\$36.30	\$18.15	\$54.45
Jane	Doe	\$36.30	\$18.15	\$54.45
Sok	Lee	\$653.40	\$326.70	\$980.10
Umit	Gun	\$145.20	\$72.60	\$217.80
TOTALS		<u>\$1,597.20</u>	<u>\$798.60</u>	<u>\$2,395.80</u>

EXHIBIT A-5

EXHIBIT B-1

TEAM ROSLYN INC.
d/b/a Dominos Pizza #3415
Case ID 1610058

Payment Number	Date Due	Amount Due	Interest Due	Total Due
1	05/25/2012	\$14,728.73	\$0.00	\$14,728.73
*2	06/25/2012	\$1,306.28	\$6.54	\$1,312.82
*3	07/25/2012	\$1,307.36	\$5.46	\$1,312.82
*4	08/25/2012	\$1,308.45	\$4.37	\$1,312.82
*5	09/25/2012	\$1,309.54	\$3.28	\$1,312.82
*6	10/25/2012	\$1,310.63	\$2.19	\$1,312.82
*7	11/25/2012	\$1,311.74	\$1.09	\$1,312.83
		<u>\$7,854.00</u>	<u>\$22.93</u>	<u>\$7,876.93</u>

***Civil Monetary Penalty**

EXHIBIT B-1

EXHIBIT B-2

A & R ENTERPRISES #1, INC.
d/b/a Dominos Pizza #3584
Case ID 1638894

Payment Number	Date Due	Amount Due	Interest Due	Total Due
1	05/25/2012	\$9,256.00	\$0.00	\$9,256.00
*2	06/25/2012	\$559.84	\$2.80	\$562.64
*3	07/25/2012	\$560.30	\$2.34	\$562.64
*4	08/25/2012	\$560.77	\$1.87	\$562.64
*5	09/25/2012	\$561.24	\$1.40	\$562.64
*6	10/25/2012	\$561.70	\$0.94	\$562.64
*7	11/25/2012	\$562.15	\$0.47	\$562.62
		<u>\$3,366.00</u>	<u>\$9.82</u>	<u>\$3,375.82</u>

***Civil Monetary Penalty**

EXHIBIT B-2

EXHIBIT B-3

TEAM PLAINVIEW INC.
d/b/a Dominos Pizza #3509
Case ID 1638890

Payment Number	Date Due	Amount Due	Interest Due	Total Due
1	05/25/2012	\$9,256.00	\$0.00	\$9,256.00
*2	06/25/2012	\$1,492.89	\$7.48	\$1,500.37
*3	07/25/2012	\$1,494.13	\$6.24	\$1,500.37
*4	08/25/2012	\$1,495.38	\$4.99	\$1,500.37
*5	09/25/2012	\$1,496.63	\$3.74	\$1,500.37
*6	10/25/2012	\$1,497.87	\$2.50	\$1,500.37
*7	11/25/2012	\$1,499.10	\$1.25	\$1,500.35
		<u>\$8,976.00</u>	<u>\$26.20</u>	<u>\$9,002.20</u>

***Civil Monetary Penalty**

EXHIBIT B-3

EXHIBIT B-4

TEAM LEVITTOWN INC.
d/b/a Dominos Pizza #3633
Case ID 1638892

Payment Number	Date Due	Amount Due	Interest Due	Total Due
1	05/25/2012	\$6,479.55	\$0.00	\$6,479.55
*2	06/25/2012	\$2,114.92	\$10.60	\$2,125.52
*3	07/25/2012	\$2,116.69	\$8.83	\$2,125.52
*4	08/25/2012	\$2,118.45	\$7.07	\$2,125.52
*5	09/25/2012	\$2,120.22	\$5.30	\$2,125.52
*6	10/25/2012	\$2,121.98	\$3.54	\$2,125.52
*7	11/25/2012	\$2,123.74	\$1.77	\$2,125.51
		<u>\$12,716.00</u>	<u>\$37.11</u>	<u>\$12,753.11</u>

***Civil Monetary Penalty**

EXHIBIT B-4

EXHIBIT B-5

GROUP LEVITTOWN #1, INC.
d/b/a Dominos Pizza #3474
Case ID 1638888

Payment Number	Date Due	Amount Due	Interest Due	Total Due
1	05/25/2012	\$2,395.80	\$0.00	\$2,395.80
*2	06/25/2012	\$933.05	\$4.68	\$937.73
*3	07/25/2012	\$933.83	\$3.90	\$937.73
*4	08/25/2012	\$934.61	\$3.12	\$937.73
*5	09/25/2012	\$935.39	\$2.34	\$937.73
*6	10/25/2012	\$936.17	\$1.56	\$937.73
*7	11/25/2012	\$936.95	\$0.78	\$937.73
		<u>\$5,610.00</u>	<u>\$16.38</u>	<u>\$5,626.38</u>

***Civil Monetary Penalty**

EXHIBIT B-5